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Novelty Advertising Company and Graphic Communications Conference of the International Brotherhood of Teamsters, Local 508-M of District Council 3. Case 08-CA-239588

February 6, 2020

DECISION AND ORDER

BY CHAIRMAN RING AND MEMBERS KAPLAN
AND EMANUEL

The General Counsel seeks a default judgment in this case on the ground that Novelty Advertising Company (the Respondent) has failed to file an answer to the complaint. Upon a charge and amended charges filed by Graphic Communications Conference of the International Brotherhood of Teamsters, Local 508-M of District Council 3 (the Union) on April 15, May 31, and August 22, 2019,¹ the General Counsel issued a complaint and notice of hearing on November 27, alleging that the Respondent has violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On December 20, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. On December 23, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was received on or before December 11, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated December 12, advised the Respondent that unless an answer was received by December 18, the Region would pursue a default judgment. Nevertheless, the Respondent failed to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the complaint

to be admitted as true, and we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been an Ohio corporation with an office and place of business in Coshocton, Ohio (the Respondent's facility), and has been engaged in the printing and binding of calendars.

Annually, the Respondent, in conducting its operations described above, purchased and received at its Coshocton, Ohio facility goods valued in excess of \$50,000 directly from points outside the State of Ohio.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

1. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act.

Greg Coffman	President
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Thad Coffman	Vice President
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2(a) The following employees of the Respondent (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act, as described in article 1, section 1.1 of the parties' collective-bargaining agreement:

In the Printing Section, the Employer recognizes the Union as the exclusive bargaining agent for all Pressmen and related department employees in the classifications of work covered by this contract, including, but limited to, employees engaged in the following classifications — all Journeypersons, assistants, apprentices, and other employees of the Employer operating or assisting in the operation of the Employer's printing presses and all other printing presses of whatsoever type of processes of printing operated by such Employer in the pressroom and plate room, the Employer further recognizes the Union as the sole and exclusive bargaining agent for its off-set preparatory employees, including employees engaged in the making of offset plates, stripping, etching, and opaquing and any and all functions preparatory to

¹ Unless otherwise indicated, all of the following dates are in 2019.

the making and/or manufacture of offset printing plates for printing production. In the Bindery Section, the Employer recognizes the Union as the exclusive bargaining agent for all employees engaged in paper cutting, compiling, separating, wrapping, tinning, packing in the bindery and all such customary work operations, hand or machine, performed by bindery or finishing employees necessary to complete the finished product.

(b) Since at least January 1, 1990 and at all material times, the Respondent has recognized the Union as the exclusive collective-bargaining representative of the unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from March 1, 2016, through February 28, 2019.

(c) At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

3(a) Since March 4, the Union has requested in writing that the Respondent furnish it with the following information:

(1) A copy of payroll records from June 2014 to the last date worked for all bargaining unit members.

(2) A copy of each bargaining unit employee's last paystub for calendar years 2014, 2015, 2016, 2017 and 2018.

(3) A copy of bargaining unit employee's last paystub received for year 2019.

(4) A copy of each bargaining unit employee's W-2 for calendar years 2014, 2015, 2016, 2017 and 2018.

(5) A listing of all hours worked for each bargaining unit member during 2017 and 2018.

(6) A copy of all payments made to the GCC Inter-Local Pension Fund for 2016, 2017, 2018 and 2019.

(7) A copy of all payments made to the GCC Employer Retirement Fund for 2014, 2015, 2016, 2017, 2018 and 2019.

(8) A copy of all payments made to GCC District Council 3 for Union dues for 2017, 2018 and 2019.

(9) A copy of the Company's healthcare plan for 2018 and 2019.

(10) A copy of all payments made towards healthcare for 2018 and 2019.

(b) The information requested by the Union, as described above, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

(c) From about March 4, to about August 19, the Respondent unreasonably delayed in furnishing the Union with the following information it requested as described above in paragraph 3(a):

(1) A copy of payroll records from 2016 to the last date worked for all bargaining unit members.

(2) A copy of each bargaining unit employee's W-2 for calendar years 2014, 2015, 2016, 2017 and 2018.

(3) A listing of all hours worked for each bargaining unit member during 2017 and 2018.

(4) A copy of the Company's healthcare plan for 2018.

(5) A copy of all payments made towards healthcare for 2018 and 2019.

(d) From March 4, 2019, until August 19, 2019, the Respondent unreasonably delayed in informing the Union that a 2019 healthcare plan did not exist.

(e) Since March 4, the Respondent has failed to provide the Union with the following information it requested as described above in paragraph 3(a):

(1) Payroll records for June 2014 through 2015.

(2) Bargaining unit employees' last paystub for calendar years 2014–2018.

(3) Bargaining unit employees last paystub received for year 2019.

(4) Copies of all payments made to the GCC Inter-Local Pension Fund for 2016–2019.

(5) Copies of all payments made to the GCC Employer Retirement Fund for 2014–2019.

(6) Copies of all payments made to GCC District Council 3 for Union dues for 2017, 2018, and 2019

CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act. The Respondent's unfair labor practices described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to provide the Union with requested information that is necessary and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of the unit employees and by unlawfully delaying in providing the Union with other such requested information, we shall order the Respondent to provide the Union with the information it requested on March 4, 2019, that has not already been

provided and is set forth above in paragraph 3(a)(1–10) of this decision.

ORDER

The National Labor Relations Board orders that the Respondent, Novelty Advertising Company, Coshocton, Ohio, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with Graphic Communications Conference of the International Brotherhood of Teamsters, Local 508-M of District Council 3 (the Union) by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(b) Refusing to bargain collectively with the Union by unreasonably delaying in providing it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Furnish to the Union in a timely manner the information requested on March 4, 2019, that has not already been provided and is set forth in paragraph 3(a)(1–10) of this decision.

(b) Within 14 days after service by the Region, post at its Coshocton, Ohio facility copies of the attached notice marked "Appendix."² Copies of the notice, on forms provided by the Regional Director for Region 8, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees

employed by the Respondent at any time since March 4, 2019.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 8 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. February 6, 2020

John F. Ring, Chairman

Marvin E. Kaplan, Member

William J. Emanuel, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD
APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively with Graphic Communications Conference of the International Brotherhood of Teamsters, Local 508-M of District Council 3 (the Union) by refusing to furnish it with requested information that is relevant and necessary to the Union's performance as the collective-bargaining representative of our unit employees.

² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the

WE WILL NOT refuse to bargain collectively with the Union by unreasonably delaying in providing it with requested information that is relevant and necessary to the Union's performance as the collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL promptly furnish to the Union the information it requested on March 4, 2019, that we have not already provided.

NOVELTY ADVERTISING COMPANY

The Board's decision can be found at <http://www.nlr.gov/case/08-CA-239588> or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

